

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: Sept. 20, 2006

Division: Emergency Services

Bulk Item: Yes X No

Department: Fire Rescue

Staff Contact Person: Darice Hayes

AGENDA ITEM WORDING: Request approval of Affiliation Agreement between Emergency Medical Sciences Academy, Inc., (EMS Academy) and the Board of County Commissioners of Monroe County, Florida for Monroe County Fire Rescue (MCFR) to provide an EMS training environment from date of approval of Affiliation Agreement through December 31, 2007.

ITEM BACKGROUND: The purpose of this Agreement is for MCFR to provide a comprehensive learning experience within a clinical setting for EMS Academy students.

PREVIOUS RELEVANT BOCC ACTION: On July 14, 2004 the BOCC approved an Agreement between EMS Academy (formerly Para-Med Academy, Inc.) and the MCBOCC for MCFR. On December 31, 2005 this Agreement expired.

CONTRACT/AGREEMENT CHANGES: A new Agreement to go into effect upon approval by the MCBOCC at the September 20, 2006 meeting; to remain in effect through December 31, 2007.

STAFF RECOMMENDATIONS: Staff recommends approval of the Affiliation Agreement between the EMS Academy and the Monroe County Board of County Commissioners for MCFR so that Academy students can have the training environment they require to complete EMS courses.

TOTAL COST: N/A

BUDGETED: Yes No

COST TO COUNTY: N/A

SOURCE OF FUNDS: N/A

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty YES OMB/Purchasing YES Risk Management YES

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MEMORANDUM ATTACHMENT TO AGENDA ITEM SUMMARY

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ITEM BACKGROUND: The EMS Academy students who are enrolled in Emergency Medical Services (EMS) courses (EMT-Basic and Paramedic) must complete a specified number of supervised hours on a licensed ambulance. MCFR and EMS Academy sought this Affiliation Agreement to provide a resource for a comprehensive learning experience for the EMS Academy students, within a clinical field setting, for completion of the students' program criteria. The General Provisions of Agreement provide for either party to elect annually to extend the Affiliation Agreement for an additional year with 30 days prior written notice.

As noted in the section below, a prior Agreement had been in place and expired on December 31, 2005. On August 3, 2006 the Clinical Coordinator of the EMS Academy contacted Chief Martin seeking to renew the relationship between the EMS Academy and Monroe County. An updated Affiliation Agreement was forwarded to Fire Rescue for review and routing.

PREVIOUS RELEVANT BOARD ACTION: On July 14, 2004 the BOCC approved an Agreement between EMS Academy (formerly Para-Med Academy, Inc.) and the MCBOCC for MCFR. On December 31, 2005 this Agreement expired.

CONTRACT/AGREEMENT CHANGES: A new Agreement to go into effect upon approval by the MCBOCC at the September 20, 2006 meeting and to remain in effect through December 31, 2007.

STAFF RECOMMENDATIONS: Staff recommends approval of the Affiliation Agreement between the EMS Academy and the Monroe County Board of County Commissioners for MCFR so that Academy students can have the training environment they require to complete EMS courses. These EMS courses through the Academy will also be available for locals who are interested in pursuing further courses in the Emergency Medical Services field.

CONTRACT SUMMARY

Contract Purpose/Description:
To provide an EMS training environment for students of EMS Academy within a clinical field setting with Monroe County Fire Rescue.

CONTRACT COSTS

ADDITIONAL COSTS

CONTRACT REVIEW

Comments: _____

AFFILIATION AGREEMENT

I. PARTICIPATING AGENCIES

This AGREEMENT between EMERGENCY MEDICAL SCIENCES ACADEMY, INC., hereinafter referred to as the AGENCY, and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as the AMBULANCE SERVICE is entered into this _____ day of _____, 2006.

II. PURPOSE OF AGREEMENT

It is mutually agreed that the purpose of this AGREEMENT is to provide a comprehensive learning experience for participants from the AGENCY, within a clinical setting, in accordance with provisions of the guidelines set forth in this AGREEMENT.

III. GENERAL PROVISIONS OF AGREEMENT

- A. Both parties agree that there will be no distinction in employment or placement because of race, sex, color, creed, age, national origin, religion, marital status, disability or handicap and adhere to the provisions of Federal and State laws regarding discrimination.
- B. The AMBULANCE SERVICE will provide, to the Participant, at the Participant's expense, emergency care for injuries or acute illness while on duty at the AMBULANCE SERVICE in accordance with the provisions of this agreement.
- C. The term of this AGREEMENT shall be from the date of the AGREEMENT, and shall remain in full force and effect until December 31, 2007. Either party may elect annually to extend this AGREEMENT for an additional one (1) year period upon providing at least thirty (30) days prior written notice of intent to extend. Either party hereto may terminate this AGREEMENT by giving at least thirty (30) day written notice to the other party.

NOTICE: Where notice is required under this AGREEMENT to be given to either party, the notice shall be mailed to:

For AGENCY:

Frank Galgano, Program Director
EMS Academy, Inc.
600 N. Pine Island Rd., Suite 320
Plantation, FL 33324

For AMBULANCE SERVICE:

Clark O. Martin, Jr., Fire Chief/Div. Director
Monroe County Fire Rescue
490 63rd Street, Suite 140
Marathon, FL 33050

IV. SPECIFIC RESPONSIBILITIES OF THE AGENCY

- A.** AGENCY shall designate a person or persons to coordinate and act as a liaison with the appropriate AMBULANCE SERVICE personnel.
- B.** AGENCY shall provide the AMBULANCE SERVICE with a list of participants in the learning experience at least ten (10) days before each program is to start.
- C.** AGENCY shall insure that participants have the necessary didactic prerequisites to maximize the learning experience at the AMBULANCE SERVICE.
- D.** AGENCY shall insure that the participants comply with the provisions of Section VI.
- E.** AGENCY does undertake and agree that it will indemnify and hold harmless the AMBULANCE SERVICE and its officers, directors, employees, and agents, and reasonable attorney's fees on account thereof, that may be sustained or incurred by reason of any and all claims, demands, suits, actions, judgments, and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to the activity of any participant or participants supplied by the AGENCY pursuant to this AGREEMENT.
- F.** AGENCY shall procure and maintain, during the term of this AGREEMENT and any renewal, liability insurance to cover any and all liability (including professional liability) for claims, damages, or injuries to persons or property of whatsoever kind of nature arising out of the activities of the participants carried out under this AGREEMENT. Such insurance shall be on an occurrence basis in amounts no less than \$1,000,000/ \$3,000,000 for personal injuries and \$50,000 for property damage; and the AMBULANCE SERVICE shall be an additional named insured under such general and professional liability policy or policies. AGENCY shall submit certificates of insurance to the AMBULANCE SERVICE evidencing such insurance at the time of the execution of this AGREEMENT, and as requested by the AMBULANCE SERVICE. AGENCY agrees that the AMBULANCE SERVICE will receive no less than thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverage's described herein. Participants who do not have patient contact (non-allied health participants) will not be required to be covered by professional liability insurance.

V. SPECIFIC RESPONSIBILITIES OF THE AMBULANCE SERVICE

It shall be the responsibility of the AMBULANCE SERVICE to:

- A.** Provide an appropriate orientation of participants in connection with its facilities and its policies and procedures.
- B.** Provide opportunities for a learning experience with appropriate supervision.
- C.** Retain ultimate responsibility for patient care even if that care is given by a participating student.
- D.** Designate a preceptor (or coordinator) from its staff to act as the liaison with the AGENCY in this AGREEMENT, as appropriate to the learning objectives.

VI. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT

It shall be the responsibility of the Participant(s) assigned through this AGREEMENT to:

- A.** Comply with the policies and procedures of the AMBULANCE SERVICE.
- B.** Provide the necessary and appropriate uniform while on duty in the AMBULANCE SERVICE.
- C.** Obtain prior written approval of both parties to this AGREEMENT before publishing any material related to the learning experience provided under the terms of the AGREEMENT.
- D.** Sign a "Hold Harmless Agreement" with the AMBULANCE SERVICE prior to commencing his/her experience within the AMBULANCE SERVICE of which is attached to this AGREEMENT as Exhibit A.
- E.** At all times, must wear the appropriate badge on every clinical rotation, and comply in all respects with the student requirements set forth in the requirement sheets.

VII. REQUEST FOR WITHDRAWAL OF PARTICIPANT

The AMBULANCE SERVICE shall reserve the right to deny any Participant from access to its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the AMBULANCE SERVICE or is detrimental to patients or others.

VIII. MODIFICATION OF AGREEMENT

Modification of this AGREEMENT may be made by mutual consent of both parties, in writing, and attached to this AGREEMENT and shall include the date and the signatures of parties agreeing to the modification.

IX. COPIES OF AGREEMENT

Copies of this signed AGREEMENT shall be placed on file and be available at the corporate office of the AGENCY and in the offices of the AMBULANCE SERVICE.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

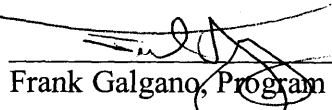
(SEAL)
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners
of Monroe County, Florida

By: _____
Deputy Clerk

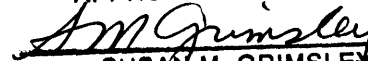
Mayor / Chairman

Emergency Medical Sciences Academy, Inc.



Frank Galgano, Program Director

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:



SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 8-28-06

**EMERGENCY MEDICAL SCIENCES ACADEMY
HOLD HARMLESS AGREEMENT AND RELEASE**

I, _____, am presently enrolled as an Emergency Medical Technician or Emergency Medical Technician Paramedic student at Emergency Medical Sciences (EMS) Academy. My course of instruction at this school requires me to train, study, and receive instruction at EMS Academy and/or Monroe County Fire Rescue (County).

In consideration for the County providing me this opportunity to acquire training and instruction, I, the undersigned, agree to indemnify, protect, and hold harmless the County and its officers, directors, employees, agents and assignees from any liability judgments, claims, costs, damages or injury arising out of or in connection with any and all acts of negligent conduct on my part, however caused, during any instructional or training activity. I agree that I will defend at my own expense, any and all actions, lawsuits or proceedings which may be brought against the County in connection with the above and shall satisfy, pay and discharge any and all judgments that may be entered against the County in any such claims, lawsuits, or proceedings.

I understand that, generally, while I am engaged in the activities of and related to this course of instruction and training, I am not considered an employee of the County and therefore, I am not eligible for any benefits available to County's employees, nor to Workers Compensation coverage pursuant to Florida Statute Chapter 440 (1989-90 or its successor amendments/statutes).

I understand that there are inherent risks in training with County, including but not limited to, my own injury, exposure to blood-borne illnesses, and exposure to contagious diseases and contraction of such diseases. Participation in this training can result in severe injury and even death. I release County from any and all liability from any consequences arising out of my training with County.

Date of Instructional Activities: _____ to _____
Date Date

Signature: _____ Date: _____

Witness: _____ Date: _____